

# HOUSE RULES

## FOR

# HALE KULANUI

ASSOCIATION OF APARTMENT OWNERS

2740 Kuilei Street, Honolulu, Hawaii 96826

Effective: January 1, 2008



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Req3. Release, Indemnity and Hold Harmless Agreement



**HOUSE RULES**  
**FOR**  
**HALE KULANUI ASSOCIATION OF APARTMENT OWNERS**

- The following administrative rules and regulations (“House Rules”) effective the 1<sup>st</sup> day of January, 2008, have been duly adopted by the Board of Directors of the Hale Kulanui Association of Apartment Owners (“Association”) pursuant to authority of Article V, Section 4, of the By Laws of the Association of Apartment Owners of the Hale Kulanui (“By-Laws”) and shall apply to the above-named condominium building and to all present and future owners, lessees, and occupants of any apartments, hereinafter unit(s) of Hale Kulanui (the Building) and all other persons who shall at any time use the Building.
- All prior house rules of the Association are superseded as of the effective date specified above and are no longer applicable.
- These House Rules supplement, but do not change, the obligations of the condominium owners and all occupants, tenants and their guests as set forth in the Declaration of Horizontal Property Regime, including amendments (Declaration) and By-Laws of the Association of Apartment Owners (By-Laws) pertaining to the Building. In the event of any inconsistency, the Declaration and By-Laws will prevail.
- Amendment of House Rules. In accordance with Article V, Section 4, of the By-Laws, the Board of Directors reserves the right to make such other rules and regulations as may be deemed necessary for the safety, care, and cleanliness of the premises and for securing the comforts and convenience of all occupants thereof.
- Association Disclaimer of Liability. The Association, the Board of Directors and all agents and employees thereof shall not be liable in any manner whatsoever for loss of or damage to any personal property of or injury to or death of any person on the premises, whether such loss, damage, injury, or death occurs in a unit or in the common or limited common elements, unless such loss, damages, injury, or death shall have been due to the sole fault or negligence of the Association, the Board of Directors, or any agent or employee thereof.

**ARTICLE I**  
**ENFORCEMENT**

**Section 1.** Authority. Compliance with the House Rules is required by Section 514B-112, Hawaii Revised Statutes, and Article V, Section 5 of the By-Laws.

**Section 2.** Costs of Enforcement. In accordance with Article V, Section 6, of the By-Laws, the cost of enforcement is the obligation of the unit owner responsible for the conduct of the person violating the House Rules. Additionally, Section 514B-112, Hawaii Revised Statutes provides, in part:



"Each unit owner, tenants and employees of an owner, and other persons using the property shall comply strictly with the covenants, conditions, and restrictions set forth in the declaration, the bylaws, and the house rules adopted pursuant thereto.

Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the managing agent, resident manager, or board on behalf of the association or, in a proper case, by an aggrieved unit owner."

**Section 3. Responsibility.**

- Residents, non-residents, or agents who rent, loan, or otherwise permit occupancy of their units, shall convey a copy of the House Rules and amendments to their tenants.
- The terms of any lease agreement between an owner and a lessee shall incorporate the House Rules by reference and require compliance by the lessee.
- The unit owner assumes responsibility for the actions or omissions of his/her agent's, guests, and tenants of the unit(s). Any resident utilizing a caregiver must insure that the caregiver is completely aware of the House Rules.
- Residents shall be responsible for acquainting their children with these House Rules and for taking steps as may be necessary to assure that their children conduct themselves in compliance herewith. The owner will be responsible for their tenants' compliance herein.

**Section 4. Association Fine Policy & Procedures.** So that appropriate action may be taken, attached for your reference and use are Appendix HR-1, HR-1a, HR-1b and HR-1c.

- Reporting of violations will be in accordance with these Appendices.
- The fines that are collected will be deposited in the Association funds.
- Additional forms are available from the office of the Resident/Site Manager.

**ARTICLE II**

**INFORMATION TO BE SUPPLIED TO RESIDENT / SITE MANAGER**

**Section 1. Receipt of House Rules.** The Resident/Site Manager is directed to secure a receipt for a copy of these House Rules, the Hale Kulanui Resident Data Sheet, and any other forms as requested by the Board of Directors. See Appendix at end of this document for required forms. Required forms are available at the office of the Resident/Site Manager.

**Section 2. Acknowledgement.** By signing these forms, each owner, tenant and/or authorized agent of the unit owner acknowledges that they have received, read, understand and agree to comply with these House Rules.



**Section 3.** IN ADVANCE OF OCCUPANCY. The signed Hale Kulanui Resident Data Sheet and other required forms shall be delivered by owner, tenant or Realtor/rental agent to the office of the Resident/Site Manager PRIOR To Occupancy.

**Section 4.** Entry Phone. A resident's entry into the on-site phone system will be on hold until all forms, including Resident Data Sheet are completed and provided to the Resident/Site Manager.

- Programming of the entry phone system will only be for local phone numbers, no long distance or out-of-state phone numbers can be accepted.

### **ARTICLE III** **GENERAL**

**Section 1.** Noise. Please show respect for your neighbors. No owner, occupant, or invitee shall make or permit unreasonable noise, disturbance, or conduct that may annoy or interfere with the rights, comforts, and convenience of anyone at Hale Kulanui.

• **Quiet shall prevail between: 10:00 p.m. to 7:00 a.m. Sunday through Thursday, and between 12 midnight to 7a.m. on Friday & Saturday.**

- Examples include, but are not limited to excessively loud stereos, TV's, radios, musical instruments, singing, shouting, loud talk, excessively noisy social gatherings, unruly conduct, horseplay, running in hallways and other common areas.
- Excessive noise or unruly conduct during quiet hours should first be addressed neighbor to neighbor. Should that fail, contact the Resident/Site Manager who will make an attempt to talk with the noisy neighbor. Lastly, should the attempt by the Resident/Site Manager fail to end the excessive noise, the resident harmed should contact the Honolulu Police Department by calling 911. The resident disturbed will provide a copy of the 'police report' to the Resident/Site Manager.

**Section 2.** General Security. Residents should not allow unknown persons into the building, nor should they allow strangers to follow them inside.

- Do not prop doors open.
- Contact police (911) immediately and notify Resident/Site Manager.

**Section 3.** Authority for Unit Access. Except as stated in Section 14 of Article III, the Resident/Site Manager shall not give access to a unit without advance written permission from the owner or resident of said unit (or their authorized agent).

- Maintenance personnel and the Resident/Site Manager shall NOT enter into or do work within any unit or limited common element unless in an emergency endangering other units or the common areas, or when it is necessary to access a common element for Association purposes.



**Section 4.** Refuse & Waste Disposal. The daily trash chute hours are 7:00 a.m. to 10:00 p.m.

- All trash must be in securely tied bags before dropping into the trash chute or the container in the trash room on the ground floor. It is prohibited to throw garbage or trash outside the disposal areas provided for such purposes.
- No person is to place any item down the trash chute that will damage the ability of the trash compactor to function.
- Any item that may clog or damage the chute or the trash compactor must be carried to the trash container on the ground floor. Such oversized items must not be left in the trash room, hallways or anywhere else on the Property.
- No flammable, explosive or dangerous materials such as paint or paint cans, petroleum products and the like shall be deposited into the trash chute.
- Cardboard boxes, containers and the like are to be flattened and then taken down the elevator to the trash room on the ground floor. These items are not to be placed in the trash chute.
- At no time is bagged and/or bulky trash to be placed in the hallways, trash room floor, laundry room or lobby.
- If the trash chute becomes backed up with trash, residents are then responsible for bringing their trash downstairs to the trash room on the ground floor.

**Section 5.** Prohibition on Disposal of Trash in Toilets & Drains. The toilets and drains shall not be used for any purpose other than for which they are constructed.

- Any damage to the property of others, including the common elements, resulting from misuse of such facilities, shall be paid for by the owner of the unit.

**Section 6.** Cigarettes / Fireworks. Throwing objects from lanais, including cigarettes or fireworks is strictly forbidden. Nothing shall be thrown from windows or doors, nor should anything be emptied into stairwells or common areas including cigarettes and fireworks.

**Section 7.** Moving & Deliveries, Renting & Selling. Owners, tenants or others who live at, or lease units, are responsible to provide a signed 'Hale Kulanui Resident Data Sheet' to the Resident/Site Manager in ADVANCE of the actual move-in date.

- To assist Realtors, landlords, owners, tenants, etc. a summarized version of these moving and delivery rules are available at the office of the Resident/Site Manager.
- Each owner or renter shall complete a Hale Kulanui Resident Data Sheet (See appendices).
- Owners or agents shall notify the Resident/Site Manager that he/she intends to rent, sell or receive a delivery requiring elevator use at the Building.
- Owners or agents who plan to lease or otherwise permit occupancy of any unit shall provide a copy of the current House Rules to their tenant.
- Please work with the Resident Manager in coordinating moves or deliveries.
- Moves into and out of the building must be scheduled at least two (2) working days in advance. Also, any deliveries of furniture, appliances and the like must be scheduled with the Resident/Site Manager at least 2 working days in advance.
- Moves and large deliveries are restricted to Monday through Friday between 9:00 a.m. and 4:30pm, and 8:00am to 12:00 noon on Saturday.





- No moving in, moving out, or large deliveries are to be made on Sundays or State Holidays without prior approval from the Resident/Site Manager. Padding of elevator is necessary.
- To protect property of the Association, advance notice must be given to the Resident/Site Manager as stated above regarding the moving or delivery of furniture such as refrigerators, stoves, sofas, etc. so that protective padding can be placed in the elevator.
- When possible, notices of moving or delivery will be posted in elevators.
- **NOTE: The Resident/Site Manager reserves the right to stop moves which begin before, or extend beyond the hours designated above, or do not conform to the rules of this section.**

**Section 8.** Contractor / Repair Services. There will be no construction or repairs by owners, tenants or vendors on the premises before 7:00 a.m. or later than 5:00 p.m. Mondays through Saturdays.

- No contract or repair work is to be done on Sundays or State Holidays (emergencies excluded).
- Owners and Residents are encouraged to use the list of vendors, such as plumbing, electrical, etc. who are familiar with systems at this building. A listing is posted on the bulletin board in the lobby. Additional copies are available at the office of the Resident/Site Manager.

**Section 9.** Solicitation. No solicitation, including the distribution of fliers, shall be permitted without Association approval.

**Section 10.** Care of Unit and Property. Owners are responsible for the care of their unit; its contents, or any vehicle left on the Property and should appoint an agent to care for their property in their absences.

**Section 11.** Open Flames / Lanai Cooking. NO open flame cooking or barbecuing (charcoal or gas), or other types of open flames are allowed on lanais or in a unit at any time.

**Section 12.** Waterbeds. No waterbeds of any kind will be permitted or installed in any unit without prior written approval of the Board of Directors.

**Section 13.** Laundry Area. The laundry room is for resident use only and must be used in compliance with any rules posted therein.

**Section 14.** Association Staff. Residents may not ask Hale Kulanui employees to perform personal services for them.

**Section 15.** Vacation / Lengthy Absences. Owners or Residents shall notify the Resident/Site Manager if they are to be absent from the unit more than a week and to provide the name and telephone number of an emergency contact.



**ARTICLE IV**  
**COMMON AND LIMITED COMMON ELEMENTS**

**Section 1.** Obstruction of Ingress and Egress. Common corridors, sidewalks, stairways, elevators, parking ramps and other areas for use in getting to and from parking stalls and individual units, shall not be obstructed or used for purposes other than ingress and egress.

- No items shall be left in the hallways.

**Section 2.** Smoking. Due to the hazards of second hand smoke, Hale Kulanui is a smoke free establishment with the exception of residents, invitees, etc. smoking within the closed confines of a residential unit.

- Smoking cigarettes, cigars, etc. is NOT ALLOWED to be smoked or thrown (extinguished or otherwise) from any lobby, parking area, hallway, stairway, pool or any Association common areas.
- Cigarettes should be disposed of prior to entering the Hale Kulanui premises.

**Section 3.** Vandalism to Common Elements. Vandalism to any common element caused by any occupant, family member, friend, guest or vendor shall be paid for by the unit owner.

**Section 4.** Elevators. Motorized vehicles, except devices utilized by handicapped persons, are not permitted in the elevators.

- In the event of a fire, THE ELEVATORS ARE NOT TO BE USED. Use the fire exit stairwells at the ends of the hallways.

**Section 5.** Fire & Safety Equipment. Under State law all fire doors MUST remain closed at all times.

- Tampering with fire alarms and other fire safety equipment is a criminal offense for which the Board of Directors will recommend prosecution.

**Section 6.** Common Area Prohibited Activities. The following are not allowed at any time:

- Public drunkenness is not allowed in any common area. Drink alcohol responsibly.
- Smoking is restricted according to the laws of the State of Hawaii, and prohibited in common areas according to these House Rules.

**Section 7.** Loitering / Playing in Common Areas. No one shall be permitted to loiter or play on the stairways, in the halls, lobbies, elevators, parking areas and ramps.

**Section 8.** Common Area Furniture. Furniture, furnishings, and other property of the Association located in the common or limited common areas shall not be altered or removed from its location without prior approval of the Resident/Site Manager.



**Section 9.** Signs / Posters / Bulletin Boards. No owner, resident, or his agent may place a "For Sale," "For Rent," "Open House," or similar announcement, sign or poster on any portion of the interior or exterior of the common areas, or in exterior unit windows or lanais without prior approval of the Resident/Site Manager, except as otherwise provided by the Board of Directors.

- All postings for the bulletin boards, wherever located, must be approved by the Resident/Site Manager before posting and will be limited to 30 days.

**Section 10.** Electrical Rooms. These rooms although unlocked and accessible for safety reasons, due to fire regulations are not to be used for storage, grocery carts, personal items, or refuse by anyone.

**Section 11.** Lock Box Policy. In advance of any lock box being placed on the Property, you must complete and agree to the terms and conditions of the "Lock Box Registration Form" available at the office of the Resident/Site Manager.

**Section 12.** Reserving 4<sup>th</sup> Floor Recreation Room. Requests to reserve the 4<sup>th</sup> floor recreation room are made by completing the attached 'Fourth (4<sup>th</sup>) Floor Recreation Room Reservation and Responsibilities Agreement' (Appendix HR-4). Additional forms are available from the office of the Resident/Site Manager.

## **ARTICLE V**

### **BUILDING APPEARANCE**

**Section 1.** Exterior Surfaces. Only white, off-white or earth tone drapes, shades or window coverings may be used. No awnings are permitted except as installed or approved by the Board of Directors.

- No business, political or issue advertising is permitted.
- Signs, banners, or displays may be placed on unit doors unless disapproved by the Board of Directors.
- Windows may be tinted smoke or bronze. Mirrored types are not allowed.

**Section 2.** Painting / Decorating Exterior Surfaces and Lanais. No portion of the exterior walls or surfaces of the building shall be painted, plastered, or otherwise covered or decorated except as may be approved by the Board of Directors.

- No carpeting is allowed on unenclosed lanai floors.
- Appropriate holiday decorations may be displayed, but not attached to any part of the exterior.
- On unenclosed lanais only furniture, potted plants and décor appropriate to an outdoor lanai may be used. No other items may be kept or stored on a lanai.

**Section 3.** Air Conditioning & Wiring. No unit owner or occupant shall, without the written approval of the Board of Directors, install any wiring for electrical or telephone installations, television antenna, air-conditioning units, or other equipment.



- Installation or replacement of air conditioning units requires written approval in advance of the installation from the Board of Directors.
- Any installed air conditioning unit that drains water is required to have attached a clear rubber drain hose or PVC pipe no larger than ½ inch. This must extend at least 6 inches beyond the lanai drain hole located on the wall of the lanai.
- Please speak with the Resident/Site Manager should you have any questions or concerns.

**Section 4.** Antennas. No radio, aerial TV antenna or satellite dish shall be installed by the occupants outside of their respective units, without the prior written approval of the Board of Directors.

## **ARTICLE VI**

### **MAJOR ALTERATIONS TO UNITS**

**Section 1.** Alterations Policy. For purposes of this section, major alterations include, but are not limited to any electrical or plumbing work that connects to Association systems; and/or the removal or addition of walls. The Board must approve these types of alterations.

- Refer to the Association documents and also the Hawaii Revised Statutes, 514B-35 for further information on unit boundaries.

The Board requires that the following conditions be met:

The City and County of Honolulu must be notified in advance and a building permit obtained, if so required by the City and County. If no permit is required, a copy of all design specifications and related documents is to be provided to the Board before work begins.

Any work to be done must be designed and supervised by a licensed architect, contractor or engineer of proper discipline.

The Board of Directors reserves the right to retain the services of a qualified contractor to inspect the work to be assured that there has been no damage to the structural integrity of the building or systems, and that all work is in compliance with local codes and ordinances. The cost of any inspection shall be the responsibility of the unit owner.

Any unit windows to be installed or replaced must conform on the exterior with current configurations.

Installation of any tile or wood/laminate flooring requires a sound proofing underlayment and moisture barrier be installed before the installation of such flooring.

Venting of any type of appliance to the exterior of the building is not allowed.



Any and all renovation and construction materials must be removed from the Property. It shall not be placed into the trash chutes, trash bins, or left on common property.

## **ARTICLE VII** **UNIT DOORS**

Should an owner have any questions about the specifications regarding the replacement or installation of anything covered in this section, please contact the Resident/Site Manager.

**Section 1.** Unit Entry Doors. Signs, banners, or displays may be placed on unit doors unless disapproved by the Board of Directors.

- Owners and residents shall not be allowed to put their names in any unit doorway, entryway, passageway, hallway, stairway etc. of the Building, except in the slot beneath the doorbell button or in the mailbox slot for use of their respective unit.
- Owners and residents shall not be allowed to attach doorknockers of any type to any unit door or entry.

**Section 2.** Door Replacement. Replacement of front entry doors of units will be handled according to the following specifications and at the sole expense of the unit owner:

- A. Entry doors may be only solid-core wood, steel or fiberglass.
- B. Doors may be of a solid face design or a 6-panel design - no windows.
- C. Door jamb/frame shall be replaced at the same time as any replacement door.
- D. An installer qualified for this type of work will complete installation. Permits, if any, shall be the sole responsibility of the unit owner.
- E. Doors will be primed, painted and sealed with a waterproofing product.
- F. Allowable door color, facing into the common area is a Walnut stain only.
- G. Only one (1) door knob, one (1) deadbolt, and 1 standard kick plate is allowed. An antique brass or satin chrome finish (color) is allowed.
- H. Such door knob and deadbolt may be attached to the door with a door plate of the same finish (color) as the knob and deadbolt.
- I. A standard viewing peephole is permitted to be affixed to the door in the same finish (color) as the door knob and deadbolt.

**Section 3.** Doorbells. Replacement of doorbells will be handled according to the following specifications and at the sole expense of the unit owner.

If a new doorbell and door is to be replaced, it must be the following:

- A. A wireless model doorbell, either in colors White/Black (or painted in Walnut to match the door exterior).
- B. Placed just below the standard viewing peephole when installing a replacement entry door.



If a new doorbell is desired, but the door is not being replaced, it must be the following:

- A. A wireless model doorbell, either in color White/Black (or painted in Walnut to match the door exterior).
- B. Affixed over the current doorbell, just below the word "PUSH" in the same location as the current doorbell.

**Section 4.** Other. Shoes and other footwear shall not be left in the hallways, but shall be kept inside the individual units.

**ARTICLE VIII**  
**WATER INTRUSION / DAMAGE CLAIM POLICY & PAYMENT OF**  
**INSURANCE DEDUCTIBLE**

**Section 1.** Policy & Procedures. A standard policy governing claims of water intrusion/damage and the insurance deductible of the Association is attached as Appendix HR-2. Any such matters will be handled in accordance with this policy. It is the recommendation of the Board of Directors that owners and tenants alike provide for themselves an appropriate insurance policy to protect their interests not covered by the policy of the Association.

**ARTICLE IX**  
**PETS**

**Section 1.** Pet Policy. No animals shall be allowed or kept in a unit except for one (1) dog, cat or other household pet which does not exceed thirty (30) pounds, when fully grown, and one (1) aquarium not exceeding 25 gallons.

- Damage caused by any pet will be the responsibility of the pet owner.
- All pets must be registered with Association's Resident/Site Manager.
- No pets shall be allowed on any common elements (except in transit, when carried, or on a leash). In no case shall animals be allowed on any part of the recreation areas.
- No breeding of pets.
- Any pet causing a nuisance or unreasonable disturbance shall be permanently removed from the premises upon notification from the Board of Directors.
- Animals described as pests under Section 150A-2 and animals prohibited from importation under Section 141-2, 150A-5 or 150A-6, Hawaii Revised Statutes are prohibited.
- Check with the Resident/Site Manager if you have any questions about pet policies.

**Section 2.** Service Animals.

- Notwithstanding the foregoing, visually impaired persons may keep certified seeing-eye dogs, hearing-impaired persons may keep certified signal dogs, and physically handicapped persons may keep certified service dogs in their units.



- In connection with the foregoing all certified service animals shall be allowed in the common elements while on a leash.

**ARTICLE X**  
**VEHICLES / PARKING / MOTORCYCLES / BICYCLES**

For purposes of Article X, vehicles are defined as any automobile, motorcycle, motorized scooter, minibike, or bicycle.

**Section 1.**    Vehicle Operation. The vehicle speed limit is 5 mph.

- All vehicles shall be parked within their respective parking stalls.
- The Association will take appropriate action regarding abandoned vehicles.
- Any damage to Association property resulting from any vehicle being taken through the common elements of Hale Kulanui will have repair of such damage assessed directly to the unit owner.

**Section 2.**    Parking Stalls. No vehicle shall be parked in any parking stall other than the one designated to the unit.

- Vehicles shall not be parked so as to impede or prevent ready access to other parking spaces.
- Vehicles parked in stalls assigned to another unit or in unauthorized areas may be towed at the vehicle owner's expense.
- There is no guest parking at Hale Kulanui.
- Storing of any kind of personal item in a parking stall is prohibited.

**Section 3.**    Vehicle Registration. All vehicles, including bicycles are required to be registered according to the laws of the City and County of Honolulu.

- All vehicles must maintain current registrations. Residents are responsible to update their vehicle information for Association records at the office of the Resident/Site Manager.
- Unregistered bicycles, mopeds and similar vehicles will be considered abandoned.

**Section 4.**    Vehicle Condition. No vehicle shall be left in a non-operative condition in any parking stall. Washing of vehicles in any parking stall is prohibited. No repairs of vehicles are authorized, except in an emergency.

**Section 5.**    Maintenance of Parking Stalls. Residents are responsible for the cleanliness of their respective stalls, including the removal of any grease/oil build-up, or any other automobile fluids.

- Should the Association find it necessary to have a stall cleaned; the unit owner will be charged the amount for this work.



**Section 6.** Loading Zone.

- Loading zone parking is strictly limited to a 10-minute maximum. So that other residents may receive vendors, guests and appropriate loading and unloading services, those using the loading zone shall not violate the 10-minute limit. Vehicles violating this rule are subject to towing without notice and at the expense of the vehicle owner.
- Reasonable accommodations, at the sole discretion of the Resident/Site Manager may be given for those asking in advance for time exceeding the maximum 10-minute loading zone restriction.
- Notes left on vehicles will not constitute approval and will subject said vehicle to the 10-minute maximum and towing as mentioned in this section.

**Section 7.** Car Washing. Vehicles may be washed only in the "Loading Zone" area on Saturday mornings between 8:00 a.m. and 12:00 noon.

**Section 8.** Motorcycles & Motorized Scooters. Motorcycles, scooters, minibikes, and other such vehicles may only park in their assigned parking stalls. These may be parked in front of, or behind your automobile. None are permitted in the elevators.

**Section 9.** Bicycles. Limited bicycle storage is available on a first come – first served basis. See the Resident/Site Manager for availability and registration.

- The 2<sup>nd</sup> floor parking deck has the approved area for bicycle parking.
- Bicycles must be in working condition to remain in the bicycle storage area.
- Bicycle city sticker numbers must be registered and updated for Association records at the office of the Resident/Site Manager.
- Parking areas may not be used for any recreational activity, including, but not limited to bicycle riding.
- Bicycles shall not be attached to the common elements, except in the designated bicycle parking area on the 2<sup>nd</sup> floor parking deck.

**ARTICLE XI**  
**SWIMMING POOL / RECREATION FACILITIES**

Any person using these facilities does so at his/her own risk. The Association accepts no responsibility for injuries or damages sustained by users of the swimming pool or any recreation facilities. *No lifeguard is provided.*

**Section 1.** Pool Hours of Use. 7:00 a.m. to 9:00 p.m. daily. Pool access doors will automatically be locked from 10pm to 7am daily.

**Section 2.** Guests. The pool area is for the exclusive use of residents. Non-residents may not use the pool unless accompanied by a resident. Host residents are responsible for their guest(s).

**Section 3.** Non-Swimmers. All non-swimmers must be accompanied by a competent swimmer of good judgment.





**Section 4.** Pool & Sun Deck Use.

- Showers shall be taken before entering the pool.
- Swimmers must dry themselves and wear appropriate cover-ups and footwear before entering elevators or lobbies.
- Proper swimming apparel is required.
- Running, pushing, diving, shoving or excessive splashing in the pool are forbidden.
- Boisterous conduct and loud noise is prohibited.
- Intoxicated persons are not permitted to use the swimming pool or sun deck areas.
- No resident or guest shall interfere in any manner with any portion of the swimming pool, or lighting apparatus, electrical or plumbing devices in or about the pool area.
- The lifesaving and cleaning equipment is strictly for those purposes and shall not be used as play items.

**Section 5.** Beverages and Food. Non-breakable containers are permitted on the sun deck. Glass is strictly prohibited.

**Section 6.** Health Regulations. In accordance with public health regulations, any person afflicted with any disease commonly accepted by the medical community as communicable through casual contact shall be excluded from pool use.

- Spitting, spouting of water, blowing the nose and urinating in the swimming pool is prohibited.

**Section 7.** Prohibited Objects. Radios/stereos/televisions (except when used with headphones), guitars, ukulele or other electronic or musical instruments are strictly forbidden in the pool area.

**Section 8.** Personal Articles. Users of the pool area are responsible for the removal of all articles they bring.

**Section 9.** Furniture. Furniture, other than provided, shall not be used in the pool area, nor shall pool area furniture and equipment be removed from the pool and sun deck areas.

**Section 10.** Smoking. The swimming pool and sun deck area is a no smoking area.

**ARTICLE XII**

**UNIT KEYS, KEY FOB POLICY & BUILDING SECURITY**

**Section 1.** Units Key or Key Fobs. No unit keys or Key Fobs will be held by the Association on behalf of any resident or tenant. No lockout services are provided. Owners or residents must contact a locksmith and/or their landlord if they are locked out of their units.

- The amounts received for purchase of Key Fobs will be deposited in the Association funds.



**Section 2.** Key Fob Policy & Building Security

Key Fobs may be purchased ONLY by OWNERS or their designated RENTAL AGENT/REPRESENTATIVE. There are NO exceptions to this distribution method and tenants must receive Key Fobs directly from the owner or their representative. In February 2006, two (2) Key Fobs were issued for each unit at ***NO CHARGE***.

All additional Key Fobs, if needed, are available for sale only to owners at a cost of \$50 each. A check is to be made payable to: HALE KULANUI AOA. Each Key Fob is sold for \$50 and is not a refundable deposit.

**Note to Renters:** Renters need to obtain their Key Fobs from the Unit Owner or their designated Rental Agent/Representative, whichever is applicable. No Key Fobs will be sold to anyone not an owner of a unit at Hale Kulanui.

**\*FOR OWNERS NOT LIVING ON OAHU:** Only off-island owners or their designated Rental Agent/Representative will be able to obtain Key Fobs for their tenants. Renters should contact their Landlord or Rental Agent/Representative.

**ARTICLE XIII**  
**ROOFTOP AREA**

**Section 1.** Rooftop Access. Access to the rooftop, due to the wear and tear of the surface is limited to authorized personnel only.



**Hale Kulanui Association of Apartment Owners  
Honolulu, Hawaii**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE HALE KULANUI ASSOCIATION OF APARTMENT OWNERS**

**ADOPTING A PROCEDURE FOR ISSUING NOTICES OF VIOLATIONS, SCHEDULE  
OF FINES, APPEALS AND OTHER MATTERS FOR VIOLATIONS OF THE  
DECLARATION, BY-LAWS AND/OR HOUSE RULES**

WHEREAS, the By-Laws of the Hale Kulanui Association of Apartment Owners give the Association's Board of Directors (hereinafter referred to as, "the Board") the power to enforce the Declaration, By-Laws and House Rules of the Association ("Project Documents") and to take action against unit owners, their tenants, family members, guests, agents, contractors, employees, invitees or anyone else using the Project for violations of the Project Documents; and

WHEREAS, in accordance with the Project Documents, the Board has determined that it is in the best interest of the Association to establish a fining schedule for violations of the Project Documents by unit owners, their tenants, family members, guests, agents, contractors, employees, invitees or anyone else using the Project and to establish an appeal process and an opportunity to be heard.

RESOLVED, the Board adopts the attached fining schedule and appeals procedure to be incorporated as Appendix HR-1, Appendix HR-1a, Appendix HR-1b, and Appendix HR-1c into the "House Rules For Hale Kulanui Association of Apartment Owners" which shall be effective from 12:01 a.m. (H.S.T.) on January 1, 2008.

THIS CERTIFIES that the undersigned is the Secretary of the above-named Association and that the foregoing is the full, true and correct resolution passed by the Board of Directors thereof at a meeting of said Board held on September 18, 2007, legally called and held, at which a quorum was present and voting.

IN WITNESS WHEREOF, I have hereunto set my hand this 18 day of  
September, 2007.

Wing Shum  
Secretary



**APPENDIX HR-1**

**FINE SCHEDULE AND APPEALS PROCEDURE**

**I. COMPLAINTS/NOTICES OF VIOLATIONS:**

A. Complaint of a violation of the Project Documents shall be reported by completing the "Complaint of Violation" form in its entirety [Appendix HR-1a]. Incomplete forms are unacceptable.

B. The original Complaint of Violation form shall be delivered to the Resident/Site Manager or Managing Agent. If the Board in its sole and absolute discretion makes a determination that a violation has occurred, the Board or Managing Agent shall send a Notice of Violation to the unit owner and the offending party if different from the unit owner by certified mail and regular mail. The Notice of Violation shall constitute a written notice of the violation he/she has committed and the necessary corrective action that is required within ten (10) days. The mailing of the "Notice of Violation" [Appendix HR-1b] shall constitute the commencement of the ten (10) day period. If the violation continues after the ten (10) day period is over, the owner and the offending party shall pay a penalty of \$10.00 per day until the violation is corrected, and the corrective action has been confirmed by the Board or Managing Agent.

C. The Complaint of Violation form is attached hereto as Appendix HR-1a, the Notice of Violation form is attached hereto as Appendix HR-1b, and the Notice of Determination Regarding Violation form is attached hereto as Appendix HR-1c.

**II. SCHEDULE OF FINES:**

No fine will be imposed if in the sole and absolute discretion of the Board the required corrective action is completed within ten (10) days of the mailing of the Notice of Violation. If the violation continues after the ten (10) day period is over, the owner and the offending party shall pay a fine of \$10.00 per day until the violation is corrected, and the corrective action has been confirmed by the Board or Managing Agent.

**III. PAYMENT OF FINES AND LIABILITY:**

A. Unit owners shall be liable for their own fines and for the fines assessed against their tenants, family members, guests, agents, contractors, employees, and anyone using the Project through such unit owner or said persons.

B. A fine must be paid by the unit owner and offending party to the Association within thirty (30) days of the assessment of the fine.

C. If fines are not paid within thirty (30) days after the fine is assessed; the fine shall be deemed a special assessment and charged to the unit owner's account.



IV. **APPEAL OF VIOLATIONS OR FINES:**

A. If the fine is paid, the unit owner may appeal the Notice of Violation and/or fine to the Board by delivering a written notice of appeal to the Board through the Resident/Site Manager or the Managing Agent. Tenants or other offending parties may appeal the fine if that person secures and produces to the Board the written consent of the unit owner to make the appeal.

B. The written notice of appeal shall be submitted together with a copy of the Notice of Violation, a statement setting forth the reason for the appeal and alleged facts of the incident, the names and addresses of any witnesses, and copies of any proposed evidence supporting their position.

C. The owner or other offending party may have the opportunity to appear at the Board meeting at which the appeal is being considered except when in executive session.

D. The Board, in its sole discretion, may reduce, suspend, cancel or affirm any fine after consideration of the appeal.

E. Unless the Board reduces, suspends or cancels or vacates a Notice of Violation or fine, the filing of a notice of appeal shall not halt the accrual of any applicable fees or fines imposed for the violation that is the subject of the appeal.

F. If the Board reduces or cancels a fine that has been paid, the person who paid the fine shall be reimbursed the applicable amount.

V. **ENFORCEMENT OF PROJECT DOCUMENTS:**

NOTHING CONTAINED HEREIN SHALL BE INTERPRETED TO PREVENT OR DELAY THE BOARD OR THE MANAGING AGENT FROM PURSUING ANY OF THE ASSOCIATION'S RIGHTS UNDER THE PROJECT DOCUMENTS OR UNDER LAW, INCLUDING BUT NOT LIMITED TO ENJOINING, ABATING, REMOVING OR REMEDYING ANY VIOLATION OR BREACH OF THE PROJECT DOCUMENTS OR REMOVING ANY TENANT FROM THE PROJECT.



### Hale Kulanui Association of Apartment Owners

### Complaint of Violation

To maintain peace, safety, and value of our property, the Board of Directors of Hale Kulanui AOAO responds to violations pursuant to the Project Documents. However, unsupported complaints will not be pursued. Proof of violations is required. Hale Kulanui AOAO enforces the Project Documents and failure to inform the Board of violations of the Project Documents may limit the AOAO Board's ability to do so. You must complete this form completely, and your claim will be acknowledged and investigated. THIS FORM MUST BE SIGNED AND ALL INFORMATION PROVIDED. INCOMPLETE FORMS WILL NOT BE CONSIDERED BY THE BOARD.

**Submit this complaint form to the Resident/Site Manager or Management Company.**

List names of the individual(s) violating the rules. If names are not known, please describe those involved:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Unit # of the unit violating the rules: \_\_\_\_\_

Violation Date & Time: \_\_\_\_\_ Violated Rule: \_\_\_\_\_ / \_\_\_\_\_  
Section / Paragraph

Describe the violation: \_\_\_\_\_

(Attach additional pages as necessary. Attach evidence such as, but not limited to, photos of violators/damage, witness statements, cite municipal citations, describe pets, etc. that will assist the Board in considering this complaint.)

Names of people (and unit numbers, if applicable) who also witnessed the violation:

\_\_\_\_\_

*I have made the above statements based on my personal knowledge. I will cooperate with the Association and its attorneys to provide additional statements or affidavits, and, in the event of a hearing, trial or appeal, I will appear to testify as a witness.*

Your Signature: \_\_\_\_\_ Unit number: \_\_\_\_\_

Print Your Name: \_\_\_\_\_ Today's Date: \_\_\_\_\_

DO NOT WRITE BELOW THIS LINE

Received \_\_\_\_\_ Acknowledged \_\_\_\_\_ Action(s) \_\_\_\_\_ Resolved \_\_\_\_\_



Hale Kulanui Association of Apartment Owners

Notice Of Violation

Date: \_\_\_\_\_

To: Unit Owner(s): \_\_\_\_\_

\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

You are hereby notified that the Board of Directors of the Association has received a Complaint of Violation against you, your tenants, family members, guests, agents, contractors, employees or invitees for violating the Association's Declaration, By-Laws, or House Rules (collectively "Project Documents") in that you or another offending party has: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To cure your violation of the Project Documents, the following action is required: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The action required must be taken and the violation of the Project Documents cured within ten (10) days of the mailing date of this letter.

If corrective action is completed by the unit owner, or if applicable, the offending party, within ten (10) days of the mailing date of this Notice of Violation, and the corrective action has been verified by the Managing Agent or the Board, no further action will be taken.

If corrective action is not completed or the violation cured by the unit owner, or if applicable, the offending party within ten (10) days of the mailing date of this Notice of Violation, the fine of ten dollars (\$10.00) per day shall be charged to the unit owner and the offending party and shall be assessed to the unit owner and charged to the unit owner's account accordingly.

After payment of the applicable fines, you may appeal the violation and fine to the Association Board in accordance with the House Rules.

Very truly yours,

Hale Kulanui Association of Apartment Owners  
Board of Directors



Hale Kulanui Association of Apartment Owners  
Notice Of Determination Regarding Violation

Date: \_\_\_\_\_

To: Unit Owner: \_\_\_\_\_  
\_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Board has determined that you (or another offending party) \_\_\_\_\_ were \_\_\_\_\_ were not in violation of the Declaration, By-Laws, or House Rules of the Association regarding: \_\_\_\_\_

\_\_\_\_\_

The Project Documents were violated by: \_\_\_\_\_

\_\_\_\_\_

The Board of Directors has determined:

- ( ) No violation occurred.
- ( ) Violation satisfactorily corrected within the ten (10) day period, no fine levied.
- ( ) A violation has occurred. Accordingly, fines, costs and expenses of enforcement in the amount of \$\_\_\_\_\_ has been assessed against your account and are due and payable by you.
- ( ) Damages, expenses and administrative charges in the amount of \$\_\_\_\_\_ have been incurred and are due and payable.
- ( ) Legal expenses in the amount of \$\_\_\_\_\_ have been incurred by the Association and are due and payable.
- ( ) A violation(s) exists, as charged in the complaint, and you must have the violation corrected or repaired at your own expense within ten (10) days of the mailing of the Notice of Violation. Compliance date: \_\_\_\_\_, 20\_\_\_\_\_.

Action required: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- ( ) We have instructed the Association's attorneys to proceed with legal action against you and all expenses incurred by the Association will be assessed to you.

Very truly yours,

Hale Kulanui Association of Apartment Owners  
Board of Directors





Hale Kulanui Association of Apartment Owners  
Honolulu, Hawaii

RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE HALE KULANUI ASSOCIATION OF APARTMENT OWNERS

**REGARDING WATER INTRUSION/DAMAGE CLAIM POLICY AND  
THE PAYMENT OF THE DEDUCTIBLE  
UNDER THE ASSOCIATION'S INSURANCE POLICY(S)**

WHEREAS, pursuant to Section 514B-143(d), HRS, the Board of Directors, in the case of a claim for damage to a unit or the common elements, may (1) pay the deductible amount as a common expense; (2) after notice and an opportunity for a hearing, assess the deductible amount against the owners who caused the damage or from whose units the damage or cause of loss originated; or (3) require the unit owners of the units affected to pay the deductible amount; and

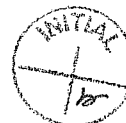
WHEREAS, the Board has determined it is in the best interest of the Association to incorporate 514B-143(d), HRS, into the Association's House Rules regarding payment of the deductible under the Association's insurance policy(s).

RESOLVED, that the attached WATER INTRUSION/DAMAGE CLAIM POLICY AND PAYMENT OF INSURANCE DEDUCTIBLE is hereby incorporated as Appendix HR-2 into the "House Rules For Hale Kulanui Association of Apartment Owners" and shall be effective commencing 12:01 (H.S.T.) on January 1, 2008.

THIS CERTIFIES that the undersigned is the Secretary of the above-named Association and that the foregoing is the full, true and correct resolution passed by the Board of Directors thereof at a meeting of said Board held on September 18, 2007, legally called and held, at which a quorum was present and voting.

IN WITNESS WHEREOF, I have hereunto set my hand this  
18 day of September, 2007.

W. M. Skerz  
Secretary



All unit owners are encouraged to review their individual homeowner's insurance policies (HO-6) to insure that their policies include loss assessment coverage with sufficient limits of coverage to cover the deductible amount and their improvements and betterments. Pursuant to Section 514B-143(b), HRS, "improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by unit owners. Improvements and betterments may not be covered under the Association's policies, and owners should insure the same under their policies.



**Hale Kulanui Association of Apartment Owners  
Honolulu, Hawaii**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE HALE KULANUI ASSOCIATION OF APARTMENT OWNERS**

**ADOPTING A STANDARD POLICY GOVERNING THE  
RESPONSIBILITY FOR WATER INTRUSION/DAMAGE CLAIMS AND  
FOR PAYMENT OF THE DEDUCTIBLE UNDER THE ASSOCIATION'S  
INSURANCE POLICY(S)**

WHEREAS, Section 514B-143, Hawaii Revised Statutes requires all condominium associations to purchase and maintain property insurance on the common elements and, to the extent reasonably available, shall include the units, the limited common elements, except as otherwise determined by the Board, but excluding improvements and betterments to the units installed by the unit owners; and

WHEREAS, said Section also requires all condominium associations to purchase and maintain commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the property; and

WHEREAS, under subparagraph (d) of Section 514B-143, HRS, the law now authorizes Board of Directors, in the case of a claim for damage to a unit or the common elements, to (1) pay the deductible amount as a common expense; (2) after notice and an opportunity for a hearing, assess the deductible amount against the owners who caused the damage or from whose units the damage or cause of loss originated; or (3) require the unit owners of the units affected to pay the deductible amount; and

WHEREAS, the deductible under the Association's insurance policy(s) is currently \$5,000; and

WHEREAS, the Board wishes to adopt a standard policy governing the responsibility for payment of the deductible under the Association's insurance policy(s), now, therefore



BE IT RESOLVED, that the following WATER INTRUSION/DAMAGE CLAIM POLICY & PAYMENT OF INSURANCE DEDUCTIBLE POLICY is hereby adopted as Appendix HR-2 to be included into and incorporated as part of the "House Rules For Hale Kulanui Association Of Apartment Owners:

**WATER INTRUSION/DAMAGE CLAIM POLICY  
AND FOR PAYMENT OF INSURANCE DEDUCTIBLE POLICY**

**I. Water Intrusion/Damage Policy:**

1. **The apartment owner/tenant/resident must promptly notify the Resident/Site Manager of any water intrusion or leakage problems *into or from their unit*.** The initial notification may be oral, but it must be followed up by written notice to the Resident/Site Manager within 7 days of the verbal notification. (Notification forms are available at the office of the Resident/Site Manager).
2. The Resident/Site Manager, as soon as reasonably practical, upon receipt of such oral notice, will:
  - A. Take reasonable measures to locate and secure the source of the water leakage.
  - B. Inspect the unit(s) and/or common areas involved preparing a written report & photos within 3 days of inspection. Report copies shall be provided to owner(s) of the affected units, and the Association's Managing Agent.
  - C. Advise those affected apartment owner(s), in writing, that they should immediately notify their insurance company/agent.

**II. Insurance Deductible Policy:**

1. In the event a claim is made under the Association's insurance policy(s) for damage to a unit or the common elements caused solely by defect in a common element, the Association shall be responsible for paying the deductible amount as a common expense. In the event the value of such a



claim is less than the deductible amount, the Association shall be responsible for paying the claim as a common expense.

Example: A unit sustains water damage from a burst common element pipe in the walls.

Notwithstanding the above, in the event the Association's insurance policy(s) do not cover improvements and betterments to the units installed by unit owners, the Association shall not be responsible for paying the deductible amount (or the value of a claim if it is less than the deductible amount) in the event a claim is made for damage to unit improvements and betterments. For purpose of this paragraph "improvements and betterments" as defined in Section 514B-143(b) means "all decorating fixtures, and furnishings installed or added to and located within the boundaries of the unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built in cabinets installed by unit owners."

If improvements and betterments are covered by the Association's insurance policy(s), the Association shall pay the deductible amount (or the value of a claim if it is less than the deductible amount) in the event a claim is made for damage to unit improvements and betterments. However, any increased cost may be assessed by the Association against the units affected.

2. In the event a claim is made by a unit owner under the Association's insurance policy(s) for damage to the owner's unit, other units, or the common elements, which damage is caused by the unit owner or the occupants or guests of the owner's unit, or from whose unit the damage or cause of loss originated, the said unit owner shall be responsible for paying the deductible amount. In the event the value of such a claim is less than the deductible amount, the said unit owner shall be responsible for paying the claim as a personal expense. Alternatively, said unit owner should check his/her individual homeowner's policy for coverage for the claim, if any.

Examples: A unit's toilet leaks or washing machine hose bursts causing water damage to lower and/or adjacent units or the common elements. A unit owner or occupant negligently or deliberately



allows the bathroom to overflow causing water damage to lower and/or adjacent units or the common elements.

3. In the event the Board of Directors intends on assessing the deductible amount to a unit owner who caused the damage or from whose unit the damage or cause of loss originated (#2 above), written notice shall be given to the unit owner and an opportunity to be heard. Hearings shall usually be held at the next scheduled Board meeting following written notice.
4. Depending upon the circumstances, the Board reserves the right to require the unit owners of the units affected to pay the deductible amount. In that event, the notice and hearing requirements set forth in #3 above shall apply.
5. All unit owners are encouraged to review their individual homeowner's insurance policies (HO-6) to insure that their policies include loss assessment coverage with sufficient limits of coverage to cover the deductible amount.

**III. Miscellaneous:**

3. This Resolution shall be attached to the Association's House Rules as Appendix HR-2. The Board may amend this resolution at any time.
4. The provisions of this Resolution shall be effective and subject to enforcement commencing 12:01 (H.S.T.) on January 1, 2008.
5. In case any provision of this Resolution shall be held invalid, such invalidity shall not render invalid any other provision which can be given effect hereof.

ADOPTED by the Board of Directors this 18th day of September, 2007



**HALE KULANUI**  
**ASSOCIATION OF APARTMENT OWNERS**

**Emergency**  
**And**  
**Loss Control Plan**



Updated by the Hale Kulanui Board of Directors, effective  
January 1, 2008.

# EMERGENCY EVACUATION

**DO NOT PANIC !!!**

**DO NOT USE THE ELEVATORS !!!**

Listen carefully for any broadcast instructions.

Direct everyone down the stairway(s) and to keep to the right. Use the handrails and stay calm. Ladies should be advised to remove high-heeled shoes.

Everyone should move away from the building when outside. 200-400 yards away to avoid possible falling glass and debris.

Move all physically impaired individuals down the stairwell exits.

Normally, management would be the last to leave the building. As you are leaving, close, but do not lock doors.

Always listen for broadcast instructions.

Once outside the building, meet with the Resident/Site Manager or a member of the Board to let them know any information regarding those evacuated on your floor or if you have encountered any problems.

## FIRE

**The alarm system can be activated in two ways:**

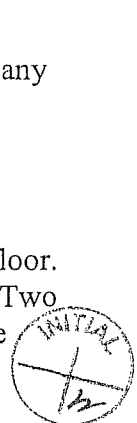
1. Smoke detectors
2. Pull-stations (located on all floors)

If one of the smoke detectors is activated in a unit, the smoke alarm will be heard. Residents on that floor should quickly determine if an emergency exists. If so, pull the alarm station on the floor so that everyone will hear the building alarm and begin evacuating the building. Activating a pull-station sounds the general alarm throughout the building.

If it's a false alarm, management will post all-clear message throughout the building.

**Fire or smoke on your floor.** Alert the Resident/Site Manager or a Board member to investigate and/or begin evacuation procedures.

- Only if the fire can be easily put out by water or a fire extinguisher should any attempt be made to put out a fire.
- Activate a manual pull-station (located on each floor).
- Call the Fire Department by dialing "911" and give the location of the fire. Call the management office at 941-8837.
- Immediately evacuate everyone from the affected area and evacuate your floor. Direct everyone to use the stairwell exits. **DO NOT USE ELEVATORS!** Two stairwells are available for your evacuation. Before opening doors, feel the door. **DO NOT OPEN DOORS THAT ARE HOT!** Use alternate exits.





**If you are unable to leave the building due to heat or smoke:**

- Call for help by dialing “911” and management at 941-8837.
- Instruct everyone to await rescue, remain calm and DO NOT PANIC!
- DO NOT BREAK WINDOWS, as airflows will enhance a fire.
- As a barrier against smoke/fire, close but DO NOT LOCK DOORS.
- Place wet clothes, towels or drapes under doors and over vents and openings.

## EARTHQUAKE

- Keep clear of windows, bookcases and similar items. Get under a sturdy structure such as a desk, or in a doorway or in the center of the building.
- If safe to do so, carefully and systematically search the floor for injured people and provide assistance.
- Inspect area for damage or potential danger, such as fire hazards and objects that could fall and notify management.
- Turn off accessible electrical equipment.
- Everyone should be prepared for the possibility of aftershocks.
- DO NOT USE THE ELEVATORS.
- DO NOT USE TELEPHONES except to report a life-threatening situation.
- Prepare to evacuate when instructed to do so.
- Listen for and follow any broadcast instructions.
- It is possible that the earthquake will cause a fire, in which case follow the above guidelines under Emergency Evacuation & Fire.

## TSUNAMI / HURRICANE

Due to similarities of these weather conditions, the following procedures will be applied in both instances. Keep in mind that some of the procedures may vary; however the ultimate goal in this emergency procedure is to keep everyone safe.

**Initial Warning.** Usually, if a tsunami or hurricane is generated, there will be some advance warning. This will give you time to prepare for an evacuation.

Unlike a tsunami, in a hurricane no specific time of arrival will be available. However, once the wind speed reaches a sustained level of 40mph, the Civil Defense will request that all low-lying areas be evacuated. At this time, we will begin an evacuation using the tsunami/hurricane evacuation described here.

**Immediate Evacuation.** If a Tsunami or Hurricane warning sounds, and the Civil Defense gives orders to evacuate *immediately*, you will need to make personal decisions quickly. The following guidelines should be observed:

- Before taking any action, await Civil Defense instruction.
- In advance, have a back-up emergency plan worked out with family, children and friends.
- If evacuation orders are given, please exit the building in an orderly manner.



**Tsunami.** We have all seen the effects and damages of a hurricane. A tsunami could lead to damages and losses similar to a hurricane and possibly have a greater impact in destruction. Thus it is very essential for you to know what a tsunami is and precautions you can take.

Tsunamis are generated by vertical disturbances of the ocean floor that are caused by earthquakes. A tsunami is a series of undersea waves that can be as much as an hour apart if it comes from a considerable distance. A severe tsunami that is generated from afar may not have much of a noticeable result in the first and second waver, but the waves following may be devastating, as the water will push farther inland.

An earthquake of a magnitude 7.0 or greater on the Richter scale is considered a major earthquake capable of generating a tsunami. If an earthquake is generated locally, there may not be time for an official warning. A violent earthquake identifies a natural tsunami warning; one that causes you to fall or hold onto something to prevent falling is a natural tsunami warning. Immediate evacuation is required. Do not hesitate to react as a locally generated tsunami may have a greater intensity to cause more destruction.

**Civil Defense Information & Warning System.** When a tsunami is generated in the Pacific Ocean whereby the Hawaiian Islands are endangered, the Civil Defense will call a general alert by sounding the Civil Defense sirens. The siren is a steady tone that lasts for three (3) minutes and repeated if necessary. The Civil Defense will also utilize the EMERGENCY BROADCAST SYSTEM (EBS). This system will broadcast messages pertaining to the emergency simultaneously with both radio and television stations. When conditions are deemed safe, this system will broadcast the "all clear" message.

**Preparation Time.** The amount of time to prepare will vary on the point of origin.

<u>Origin Point</u>	<u>Estimated Time of Arrival</u>
South America	12 Hours
Japan	8 Hours
Russian Peninsula	6.5 Hours
Alaska	4.5 Hours
Local Earthquake	10 Minutes or less

## **BOMB THREAT**

If the building receives a bomb threat, or a report of a bomb threat, the decision to evacuate will be at the discretion of the Resident/Site Manager, unless authorities give evacuation orders.

Building upon what you know, calmly leave the property and move away from the area where the bomb is suspected to be located.

Do not move or touch any suspicious objects.

The Resident/Site Manager will make a decision to evacuate, based on the recommendation of the Police. Follow the final decision of the Resident/Site Manager.



# TELEPHONE BOMB THREAT

If you should answer a bomb threat call, you should...

- Be calm and courteous.
- Listen and do not interrupt the caller.
- Notify the Resident/Site Manager.

As much as you can, get a description of the caller. Listen for the callers...

- Gender
- Age (older, child-like)
- Voice (soft, high-pitched, deep, intoxicated)
- Accent (local, foreign)
- Speech (slow, nasal, distorted, stutter)
- Language (good, fair, poor, foul)
- Manner (angry, calm, laughing, emotional)
- Background Noises (office machines, music, traffic, party atmosphere, airlines, animals)
- Immediately after the call, notify the police by dialing "911" and then your Resident/Site Manager 841-8837.

**Management Responsibility.** Upon management notification that a bomb threat has been received, management will call local authorities.

## **Evacuation**

- Only management on the scene or the Police or Fire Department can order evacuation of the building.
- Evacuation because of a bomb threat should follow those procedures established for evacuation because of fire (see Fire procedures).



# Hale Kulanui Association of Apartment Owners

## FOURTH (4<sup>th</sup>) FLOOR RECREATION ROOM RESERVATION AND RESPONSIBILITIES AGREEMENT

IT IS HEREBY AGREED that the BOARD OF DIRECTORS, acting on behalf of the ASSOCIATION OF APARTMENT OWNERS, will grant \_\_\_\_\_ of unit number \_\_\_\_\_ (hereinafter referred to as the GRANTEE) the exclusive usage of the 4<sup>TH</sup> FLOOR RECREATION ROOM of Hale Kulanui Condominium for the sold purpose of

\_\_\_\_\_ to be held on \_\_\_\_\_, 20\_\_\_\_, to commence at \_\_\_\_\_ and ending by \_\_\_\_\_, PROVIDED that this grant shall be subject to the following terms and conditions:

1. The Board of Directors reserves the right to revoke this grant on, or prior to, the date of usage.
2. The Grantee shall leave a \$50.00 security deposit with the Resident/Site Manager, to be refunded only if the Recreation Room and surrounding areas are left in their original condition, and only after the Resident/Site Manager has had a reasonable opportunity to inspect the premises.
3. Guests will not number more than forty (40).
4. No guest parking is allowed on the premises. Any unauthorized vehicles will be towed off the premises at the owner's expense.
5. The usage does not include:
  - a. The exclusive use of the swimming pool.
  - b. The exclusive use of the reading room at the south (Diamond Head) end of the 4<sup>th</sup> floor.
6. It shall be the responsibility of the Grantee to see that all guests are aware of the House Rules, and are in compliance therewith.
7. The Grantee shall be personally liable for any damage to person or property resulting from the usage of the Recreation Room, and the conduct of the guests.
8. All cleanup and removal of rubbish must be accomplished before the designated ending time.
9. No furnishings are to be removed from the Recreation Room at any time.
10. The Grantee shall be present at all times.
11. The Grantee shall see that the guests do not wander throughout the building during usage hours or loiter on the premises after the designated ending time.
12. The Recreation Room can be reserved only on the days, and during the hours designated by the Board of Directors. All activities shall cease by 10:00pm.

APPROVED: \_\_\_\_\_  
Resident/Site Manager

GRANTEE: \_\_\_\_\_  
Owner (  ) Tenant (  )



Hale Kulanui Association of Apartment Owners

Water Shutdown Request Form

A minimum of 72 hours is required prior to any requested date of water shutdown. Submit this form to the Resident/Site Manager.

Scheduled water shutdowns are Monday through Friday between 9am and 2pm. (Emergency water shutdowns excepted).

Unit #: \_\_\_\_\_

Date requested for shutdown: \_\_\_\_\_

Plumbing company has confirmed this date?: \_\_\_\_\_ Yes \_\_\_\_\_ No

Time scheduled with plumbing company: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Home Phone #: \_\_\_\_\_ Work or Cell Phone #: \_\_\_\_\_

Reason for water shutdown (please describe in detail): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Plumber's Information

Plumbing Company Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Water will be turned off once your plumber arrives. Please advise the plumber that your supply zone needs to be drained prior to commencing work.

Once plumbing work is complete, plumber is to notify Resident/Site Manager promptly so water may be restored.

WATER SHUTDOWN ACKNOWLEDGMENT

I WILL BE ABIDE BY ALL PROJECT DOCUMENTS APPLICABLE TO WATER DAMAGE AND BE RESPONSIBLE FOR ALL DAMAGES CAUSED TO ANY OTHER UNITS, MY OWN UNIT, OR COMMON ELEMENTS RESULTING FROM THE WATER SHUTDOWN I HAVE REQUESTED.

Owner's Name - Printed: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**HELPFUL TIPS AND HINTS...**  
Supplement To The House Rules of Hale Kulanui  
January 2008

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***TO KEEP REPAIR EXPENSES LOW***

**1. TRASH CHUTES:**

- Items that are NOT to be placed in the trash chute:

**NO...**

**Bedframes, bed rails, wood or metal bed slats, etc.**  
**Appliance, equipment or fan – no matter the size.**  
**Furniture.**  
**Window glass or window frames.**  
**Drapery or curtain rods.**  
**Paint cans or buckets.**  
**Christmas trees, plants or their containers.**

- Insects and odors can be minimized if everyone would please rinse out their cans, plastic and glass before putting it into the trash.

**2. HOW TO AVOID APARTMENT PLUMBING PROBLEMS:**

- The majority of the plumbing systems at Hale Kulanui were completed in 1975 and there are several things everyone can do to minimize plumbing expenses.
- **IMPORTANT** – Apartments share common kitchen & bathroom pipes with one neighbor. Please do your part to minimize unpleasant plumbing backups... for you, and your neighbors.
  - Fats of any kind (liquid or solid), and fibrous vegetables, such as celery, corn husks, etc. must not be put into garbage disposals.
  - Your running longer the garbage disposal, with water, grinds everything up and moves it through the drains.
  - After turning disposal off, run more water down the drain – this moves items into the larger drains and minimizes a backup of gunk into your bathtub or sink.
  - It is recommended that everyone on a monthly basis pour one cup of liquid bleach (such as Clorox) into the kitchen sink. Wait for 10 minutes, then run plenty of hot water down the kitchen sink drain. Please don't use any product, like Drano or Liquid Plumber. This causes small 'pinhole leaks' that damage the pipes, apartments and the building.
  - Leaks occasionally develop in the bathrooms above the showerhead. The Association has a solution that saves you time, money, and the mess resulting from cutting and replacing the ceiling. The Association encourages owners to have an access panel



installed on the ceiling above their showerhead. They can be purchased at cost from the office of the Resident/Site Manager.

• *When is the best time for installing this access panel?* When remodeling or during a water leak repair is the very best time. Many owners have already installed these and save time, money, and mess when an unexpected plumbing problem develops in their bathrooms.

### 3. TO MAINTAIN THE PROPERTY

#### • Exteriors / Windows / Lanais

• Moisture and salts collect in carpeting on unenclosed lanais. This causes accelerated deterioration to the concrete, also known as spalling. Therefore, carpeting is not permitted on any unenclosed lanai. Spalling is a very expensive repair and everyone is asked to do their part to help prevent spalling damage.

• So that water from air conditioners does not create costly concrete spalling damage, the clear rubber drain hose attached to the air conditioner must extend at least 6 inches beyond the wall of the lanai. (Water needs to drain straight down so as not to flow over or under the lanai floor).

• No rugs, garments, or other objects are to be hung from the windows or lanais of the Building or otherwise displayed in public view.

• Appropriate flags may be flown on holidays, provided they are not affixed in any way to the exterior of the building, railings, lanais, or to any common or limited common elements whatsoever.

• To avoid damage due to over-watering, containers or trays should be placed beneath all potted lanai plants. All efforts should be taken to ensure that water does not overflow and run onto another lanai below.

• The feeding of birds and the use of bird feeders is discouraged to reduce the mess of these animals.

#### • Miscellaneous

• Sharp articles are not permitted in the pool area.

• Should guests arrive by bicycle, the Board requests that you have them lock their bikes off the grounds of the Property.

• Dogs causing a nuisance or unreasonable disturbance will cause the Board to notify the owner who will be given an opportunity to rectify the problem. If these measures are unsuccessful, the Board may determine that ejection of such dog is required; in which event the owner will be allowed a reasonable period of time to attempt to obtain a suitable substitute, and the dog in question will be permitted to remain at the Property during that time.



# HALE KULANUI RESIDENT DATA SHEET

For Unit #: \_\_\_\_\_ Moving to Hale Kulanui on Date: \_\_\_\_\_

Prior To Moving In, Please Complete And Return To: Office Of Resident/Site Manager

Is Unit Tenant Occupied? (Circle) Yes or No

EntryPhone Code #: \_\_\_\_\_

### OWNER OF UNIT:

### TENANT OF UNIT:

OWNER NAME: \_\_\_\_\_  
(Please Print) First Middle Last

TENANT NAME: \_\_\_\_\_  
First Middle Last

ADDRESS: \_\_\_\_\_  
City, State & Zip Code

ADDRESS: \_\_\_\_\_  
City, State & Zip Code

OWNER HOME #: ( ) \_\_\_\_\_

TENANT HOME #: ( ) \_\_\_\_\_

OWNER CELL #: ( ) \_\_\_\_\_

TENANT CELL #: ( ) \_\_\_\_\_

OWNER WORK #: ( ) \_\_\_\_\_

TENANT WORK #: ( ) \_\_\_\_\_

Name of Spouse or other adult resident(s): \_\_\_\_\_

Names of Children: \_\_\_\_\_

Received House Rules: (Circle) Yes or No

Pets: (Describe) \_\_\_\_\_

AUTOMOBILE (1): Year / Make / Model: \_\_\_\_\_  
License #: \_\_\_\_\_

Car Color: \_\_\_\_\_

Assigned Parking Stall #: \_\_\_\_\_

AUTOMOBILE (2): Year / Make / Model: \_\_\_\_\_  
License #: \_\_\_\_\_

Car Color: \_\_\_\_\_

### RENTAL AGENT/PROPERTY MANAGER

RENTAL AGENT NAME: \_\_\_\_\_ COMPANY: \_\_\_\_\_  
(Please Print) First Last

ADDRESS: \_\_\_\_\_  
Street City State Zip Code

OFFICE #: ( ) \_\_\_\_\_

CELL PHONE #: ( ) \_\_\_\_\_

Lease/Rental Agreement Copy Provided Resident/Site Manager: Yes \_\_\_\_\_ No \_\_\_\_\_

### EMERGENCY INFORMATION

\_\_\_\_\_  
Print Contact Name

( ) \_\_\_\_\_  
Print Contact Phone #

\_\_\_\_\_  
Print Alternate Contact Name

( ) \_\_\_\_\_  
Print Alternate Contact Phone #

**NOTE: All owners, residents, guests, rental agents, workmen, etc. are obligated to abide by the House Rules and all other Project Documents.**

**I (We) hereby acknowledge that I (we) have received, read, understand and agree to comply with all House Rules applicable to the governing of Hale Kulanui Association of Apartment Owners.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature) Resident Manager

\_\_\_\_\_  
(Date) Date





**ACKNOWLEDGEMENT OF RECEIPT  
FOR HALE KULANUI HOUSE RULES**

---

ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT:

I have received, read and agree to abide by the House Rules for Hale Kulanui Association of Apartment Owners, its appendices, and all other governing documents of this Association.

Unit # \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_



Hale Kulanui Association of Apartment Owners  
Honolulu, Hawaii

**RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT FOR  
RECREATION FACILITIES, POOL, BBQ AREA AND FITNESS CENTER**

The undersigned, on my behalf of my heirs, legal representatives, successors and assigns, hereby waive, discharge and release and will defend, indemnify and hold harmless the Association of Apartment Owners of Hale Kulanui ("Association") and its officers, directors, members, representatives, managers, employees, agents, managing agents, administrators, contractors, attorneys and all other persons affiliated with the Association, from and against any and all claims, liabilities, losses, damages, demands, costs, suits, whether or not suit is filed, including reasonable attorneys' fees and expenses, for injury (including death), damage or loss of any nature whatsoever arising or resulting from my use of the Association's recreation areas including, but not limited to the fitness center, pool, pool deck, recreation rooms with or without adjacent kitchen/bath facilities, library, and/or BBQ area, whether or not such claims, liabilities, demands, suits, injury, death, damage or loss is alleged by me (or my heirs, legal representatives, successors and assigns) or by other parties claiming that I have caused injury, death, damage or loss to them as a result of my said use.

This agreement shall be effective for the period of my ownership and/or occupancy of a unit in Hale Kulanui condominium project and shall be binding upon the undersigned, my heirs, legal representatives, successors and assigns.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Unit Number



# HALE KULANUI RESIDENT DATA SHEET

For Unit #: \_\_\_\_\_ Moving to Hale Kulanui on Date: \_\_\_\_\_

Prior To Moving In, Please Complete And Return To: Office Of Resident/Site Manager

Is Unit Tenant Occupied? (Circle) Yes or No

EntryPhone Code #: \_\_\_\_\_

### OWNER OF UNIT:

### TENANT OF UNIT:

OWNER NAME: \_\_\_\_\_  
(Please Print) First Middle Last

TENANT NAME: \_\_\_\_\_  
First Middle Last

ADDRESS: \_\_\_\_\_  
City, State & Zip Code \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
City, State & Zip Code \_\_\_\_\_

OWNER HOME #: ( ) \_\_\_\_\_

TENANT HOME #: ( ) \_\_\_\_\_

OWNER CELL #: ( ) \_\_\_\_\_

TENANT CELL #: ( ) \_\_\_\_\_

OWNER WORK #: ( ) \_\_\_\_\_

TENANT WORK #: ( ) \_\_\_\_\_

Name of Spouse or other adult resident(s): \_\_\_\_\_

Names of Children: \_\_\_\_\_

Received House Rules: (Circle) Yes or No

Pets: (Describe) \_\_\_\_\_

AUTOMOBILE (1): Year / Make / Model: \_\_\_\_\_  
License #: \_\_\_\_\_

Car Color: \_\_\_\_\_

Assigned Parking Stall #: \_\_\_\_\_

AUTOMOBILE (2): Year / Make / Model: \_\_\_\_\_  
License #: \_\_\_\_\_

Car Color: \_\_\_\_\_

### RENTAL AGENT/PROPERTY MANAGER

RENTAL AGENT NAME: \_\_\_\_\_ COMPANY: \_\_\_\_\_  
(Please Print) First Last

ADDRESS: \_\_\_\_\_  
Street City State Zip Code

OFFICE #: ( ) \_\_\_\_\_ CELL PHONE #: ( ) \_\_\_\_\_

Lease/Rental Agreement Copy Provided Resident/Site Manager: Yes \_\_\_\_\_ No \_\_\_\_\_

### EMERGENCY INFORMATION

\_\_\_\_\_ ( ) \_\_\_\_\_  
Print Contact Name Print Contact Phone #

\_\_\_\_\_ ( ) \_\_\_\_\_  
Print Alternate Contact Name Print Alternate Contact Phone #

**NOTE: All owners, residents, guests, rental agents, workmen, etc. are obligated to abide by the House Rules and all other Project Documents.**

I (We) hereby acknowledge that I (we) have received, read, understand and agree to comply with all House Rules applicable to the governing of Hale Kulanui Association of Apartment Owners.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Resident Manager \_\_\_\_\_

Date \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT**  
**FOR HALE KULANUI HOUSE RULES**

---

ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT:

I have received, read and agree to abide by the House Rules for Hale Kulanui Association of Apartment Owners, its appendices, and all other governing documents of this Association.

Unit # \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Hale Kulanui Association of Apartment Owners  
Honolulu, Hawaii

RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT FOR  
RECREATION FACILITIES, POOL, BBQ AREA AND FITNESS CENTER

The undersigned, on my behalf of my heirs, legal representatives, successors and assigns, hereby waive, discharge and release and will defend, indemnify and hold harmless the Association of Apartment Owners of Hale Kulanui ("Association") and its officers, directors, members, representatives, managers, employees, agents, managing agents, administrators, contractors, attorneys and all other persons affiliated with the Association, from and against any and all claims, liabilities, losses, damages, demands, costs, suits, whether or not suit is filed, including reasonable attorneys' fees and expenses, for injury (including death), damage or loss of any nature whatsoever arising or resulting from my use of the Association's recreation areas including, but not limited to the fitness center, pool, pool deck, recreation rooms with or without adjacent kitchen/bath facilities, library, and/or BBQ area, whether or not such claims, liabilities, demands, suits, injury, death, damage or loss is alleged by me (or my heirs, legal representatives, successors and assigns) or by other parties claiming that I have caused injury, death, damage or loss to them as a result of my said use.

This agreement shall be effective for the period of my ownership and/or occupancy of a unit in Hale Kulanui condominium project and shall be binding upon the undersigned, my heirs, legal representatives, successors and assigns.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Unit Number